

Appl. No. 10/050,242
Amtd. Dated February 9, 2004
Reply to Office Action of September 23, 2003

•• REMARKS/ARGUMENTS ••

The Advisory Action of January 16, 2004 and the Official Action of September 23, 2003 have been thoroughly studied. Accordingly, the changes presented herein for the application, considered together with the following remarks, are believed to be sufficient to place the application into condition for allowance.

Support for Changes to Claims

In the Advisory Action the Examiner has taken the position that “[t]he addition of the term ‘only’ yields a new issue.”

In addition, in the Advisory Action the Examiner has stated that “[t]here is also no support in the specification for the ‘assembly sheets being bonded to each other *only* along edges of the sheets.’”

First, it is noted that the current position the Examiner is taking is inconsistent with the position that the Examiner took in the Official Action of September 23, 2003 that applicants’ claim “does not state that the only bonding line is along the perimeter of the sheets.” And the Examiner’s further statement that “[a]s written, it could be confused that only the sheets are exclusively bonded to only each other and not that they are adhered only along the perimeter edges.”

These statements demonstrate two important facts.

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First the issue of the sheets being bonded "only" or "exclusively" along the edges of the sheet is not a new issue as the Examiner now states in the Advisory Action.

The Examiner herself raised the issue that the previous recitation of the "sheets being bonded to each other *exclusively* along the edges..." could be confused with whether "only the sheets are exclusively bonded to *only* each other..."

Applicants previous amendment to the claims (resubmitted herein) merely adapts the language "only" which was used by the Examiner.

Note the Examiner herself has indicated that a "better recitation" would be to state "wherein no other adhesive bonding [expect along the edges] is located within the sheets."

This is taken as an indication that applicants were to consider language that would specifically exclude bonding located within the sheet. Obviously the Examiner recognized that applicants' disclosure supported such a limitation.

Secondly, it is submitted that the Examiner's comments made in paragraph 2 (page 2) of the Official Action of September 23, 2003 indicates that the Examiner initially believed that applicants' specification supported claim language to the fact that the sheet were bonded to each other "only" along edges thereof.

Accordingly, it is submitted that the Examiner's current position is inconsistent with the Examiner's previous position and the addition of the term "only" does not yield a new issue as the Examiner states in the Advisory Action. Such a position and its effect of removing an issue that is

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pivotal to patentability that was previously at issue unduly prejudices applicants' ability to prosecute the applicant and the Examiner is respectfully requested to reconsider and withdraw her position.

By the present amendment, independent claim 1 has been changed to recite that the assembly sheets are bonded to each other "only along edges of the sheets using a continuous bonding line that extends only along edges of the sheets."

In the Advisory Action the Examiner has pointed out that "[o]n page 3, paragraph 2, the specification only supports the recitation that the 'assembly shcts are bonded to each other along a continuous bonding line extending along edges of the sheets.'"

Referencing this disclosure the Examiner states that "[t]here is no support in the specification for the term 'exclusively' (previously entered by the Examiner) and goes on to state that "Kerry et al. clearly discloses the continuous bonding line along the edge of the sheets as claimed and disclosed by the applicant."

The Examiner has not previously relied upon a "Kerry et al." reference.

Accordingly to do so now in order to support her position completely prejudices applicants right to rebut the Examiner, particularly when the Examiner has not fully identified the "Kerry et al." reference.

Applicants' do note that U.S. Patent No. 4,504,977 to King et al. which the Examiner relied upon the in Final Rejection, teaches a patch 20 which is secured to front portion 14 of gown 10 by adhesive strips 28 that extend vertically across the entire central portion of the patch.

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Although the Examiner has taken the position that that “[t]here is no support in the specification for the term ‘exclusively’ - for the claim language that “the assembly sheets being bonded to each other only along edges of the sheets using a continuous bonding line that extends only along edges of the sheets,” applicants submit that such support can readily be found, particularly when comparing applicants’ invention to the prior art, i.e. King et al.

All that is necessary is to consider applicants’ Fig. 3 which depicts the gown in a “disassembled state before component parts thereof are bonded together” and Fig. 2 which depicts the gown assembled.

It is readily clear from a comparison of Figs. 3 and 2 that the gown is assembled by bond only the edges of the sheet assemblies together - not by bonding across central portions of the sheet assemblies in the manner of the pocket 20 of King et al.

The gown as depicted can only be formed by bonding the edges of the assembly sheets together, so it is unclear how the Examiner perceives applicants’ disclosure and takes the position that applicants’ disclosure does not teach that the assembly sheets are only bonded to each other along their edges.

It is noted that:

The claimed subject matter need not be described in *haec verba* in the specification for the specification to satisfy the description requirement. The specification as originally filed must convey clearly to those skilled in the art the information that the applicant has invented the specific subject matter later claimed. *In re Wright*, 9 USPQ 2d 1649 (Fed. Cir. 1989)

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In the present situation, applicants' specification clearly conveys that the assembly sheets are only bonded together along their edges and not in any manner similar to the pocket 20 of King et al. is bonded to the front of the gown.

One skilled in the art would readily recognize from applicants' disclosure that the assembly sheets are bonded only along their edges.

Moreover, those skilled in the art would readily recognize that applicants' disclosed manner of bonding the assembly sheets along there edges is completely unrelated to the manner in which King et al. bonds patch 20 to the font 14 of gown 11.

That is, it is clear that applicants' invention is not at all rendered obvious by King et al. because the patch of King et al. would be ineffective if it were only bonded along its edges.

Based upon the above, it is submitted that the changes presented herein for the claims:

1. Do not raise new issues in the prosecution;
2. Are fully supported in applicants' specification; and
3. Place applicants' invention in condition for allowance over the prior art "of record,"

including King et al. (Kerry et al. has not been properly made of record).

Accordingly, it is submitted that the amendments made herein for the claims are properly enterable after Final Rejection.

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Arguments Against the Prior Art Rejection

Claims 1-4 stand rejected under 35 U.S.C. §102(b) as being anticipated by U.S. Patent No. 4,504,977 to King et al.

On page 3 of the Official Action the Examiner objected to claims 5-11 as being dependent upon a rejected base claim, but has otherwise indicated that claims 5-11 are directed to allowable subject matter.

Claims 12-17 are presently allowed.

For the reasons set forth below, it is submitted that all of the pending claims are allowable over King et al. and the outstanding rejection of claims 1-4 should properly be withdrawn.

Favorable reconsideration by the Examiner is earnestly solicited.

In the *Response to Arguments* section of the Office Action the Examiner has stated that claim 1 "does not specifically state that the sheets are adhered or bonded to each other only along the perimeter edges."

This indicates that such a limitation would distinguish over King et al.

As amended herein claim 1 recites that the assembly sheets are bonded to each other "only along edges of the sheets using a continuous bonding line that extends only along edges of the sheets."

This recitation is believed to distinguish over King et al. in the manner suggested by the Examiner, i.e. by excluding the lines of adhesive 28 that King et al. extend across the center of patch 20.

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It is noted that King et al. requires patch 20 in order to provide protection against contamination for the wearer. The patch 20 is disclosed as being either entirely adhesively attached to the front of the gown or attached using a series of vertical adhesive strips 28. The adhesive strips 28 are taught as being preferred because they provide vertical air passageways between the patch and the gown to aid in cooling that part of the gown.

It is submitted that if the patch were bonded only to the gown along the edges, the patch would be lose and liable to be caught and torn. Otherwise, if all the edges were bonded, including the bottom and top edges, there would be no air passageways.

Therefore, submitted that it would go against the teachings of King et al. to bond the patch to the gown in the manner that applicants bond the assembly sheets together.

Accordingly, King et al. does not anticipate or render obvious applicants' claimed invention.

Based upon the above distinctions between the prior art relied upon by the Examiner and the present invention, and the overall teachings of prior art, properly considered as a whole, it is respectfully submitted that the Examiner cannot rely upon the prior art as required under 35 U.S.C. §102 as anticipating applicants' claimed invention.

It is, therefore, submitted that any reliance upon prior art would be improper inasmuch as the prior art does not remotely anticipate, teach, suggest or render obvious the present invention.

It is submitted that the claims, as now amended, and the discussion contained herein clearly show that the claimed invention is novel and neither anticipated nor obvious over the teachings of the prior art and the outstanding rejection of the claims should hence be withdrawn.

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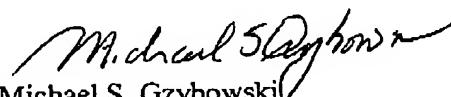
Therefore, reconsideration and withdrawal of the outstanding rejection of the claims and an early allowance of the claims is believed to be in order.

It is believed that the above represents a complete response to the Official Action and reconsideration is requested.

If upon consideration of the above, the Examiner should feel that there remains outstanding issues in the present application that could be resolved, the Examiner is invited to contact applicants' patent counsel at the telephone number given below to discuss such issues.

To the extent necessary, a petition for an extension of time under 37 CFR §1.136 is hereby made. Please charge the fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account No. 12-2136 and please credit any excess fees to such deposit account.

Respectfully submitted,


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